



AIA®

Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Cabarrus County Board of Education
Post Office Box 388
Concord, NC 28026-0388

and the Architect:
(Name, legal status, address and other information)

[TBD]

for the following Project:
(Name, location and detailed description)

Master Architectural Agreement

Professional Architectural Design and Construction Administration Services, as needed, for miscellaneous type projects and construction projects with an expected construction budget up to \$250,000 per project and re-roofing projects with a construction budget up to \$2,000,000 per project, during the timeframe of August 2015 through June 2017. Projects will be limited to locations within Cabarrus County and portions of Rowan County, North Carolina.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with accepted standards for professional skill and care under same or similar circumstances. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

As set forth in the attached Purchase Orders incorporating by reference this Master Agreement and Owner-accepted Architect Proposals (**Exhibit A**).

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of all applicable governmental authorities, in obtaining proposals and in awarding contracts for construction.

If applicable, during the Construction Phase, the Architect shall provide as Basic Services the Construction Phase Services as set forth in the attached Purchase Orders incorporating by reference this Master Agreement and Owner-accepted Architect Proposals (**Exhibit A**). The Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor beyond the Basic Services set forth in **Exhibit A**. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project as modified by the Owner. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments (separate applications for payment shall be used for each respective Project), and rejecting nonconforming Work.

§ 1.1 The Architect shall perform its responsibilities under this Agreement in compliance with all applicable codes, laws, regulations, ordinances, statutes, and standards.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and the Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for constructing, using, maintaining, altering and adding to the Project and for future projects, provided that the Owner substantially performs its obligations, including payment obligations in accordance with this Agreement. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days'

written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Any legal actions arising from this Agreement shall be brought only in Cabarrus County, North Carolina.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

[TBD]

The Owner shall pay the Architect an initial payment of N/A (\$N/A) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project as set forth below.

For Architect's reimbursable expenses as follows: Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by Architect, its employees, or its professional consultants in the interest of the Project for the following expenses:

1. Expense of reproduction, postage, and handling of Bid Set drawings and specifications.
2. Building Permit submittal.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of prime plus one percent as published in the Wall Street Journal.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within () months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

§ 7.1 Scope of Work

§ 7.1.1 The Scope of Services shall be as set forth in the Architect's Proposal(s) which when accepted by the Owner by Purchase Order will be attached and incorporated herein as **Exhibit A**.

§ 7.2 Insurance

The Architect shall maintain, for the duration of this Agreement, worker's compensation insurance as required by statute; commercial general liability insurance with minimum coverage of \$1,000,000 per occurrence and in the aggregate; automobile liability insurance with minimum coverage of \$1,000,000 combined single limit and professional liability insurance with coverage of not less than \$1,000,000. The Owner shall be named as an additional insured under the Architect's commercial general and automobile liability insurance. The Architect shall provide to the Owner a certificate of insurance evidencing the coverage required herein.

§ 7.3 Dispute Resolution

§ 7.3.1 The Owner and Architect agree to put forth their best efforts to resolve any dispute arising under this Agreement or the Project, first, by negotiation; then, if negotiation is unsuccessful, by mediation, with a mediator chosen jointly. If mediation is unsuccessful then, at the Owner's option, the dispute may be arbitrated.

§ 7.3.2 **Compliance With Statutory Dispute Resolution Requirements.** Notwithstanding any provisions to the contrary, it is the intent of these Contract Documents to fully comply with North Carolina Senate Bill 914 and N.C.G.S. 143-128.1(g). As long as the minimum amount in controversy for a particular dispute arising out of the contract or construction process is \$15,000, then the dispute resolution procedures set forth herein shall be available to all parties involved in the construction project, including the Architect and all contractors and subcontractors of any tier. As long as the Owner is a party to the dispute, the Owner shall pay for one-third of the cost of the dispute resolution process, unless there are only two parties to the dispute, in which case the Owner shall pay for half of such costs, providing the Owner is one of the two parties.

§ 7.4 To the fullest extent permitted by law, the Architect agrees to indemnify, hold harmless, protect and defend the Owner and the Owner's agents, representatives and affiliated entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorneys' fees, occurring as a result of or due to actionable negligence of the Architect, its agents, consultants, employees or representatives.

§ 7.5 The Architect shall be responsible for all services provided under this Agreement when said services are provided directly by the Architect or by any consultants directly employed by the Architect. The Architect will perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delays and will give the Project such priority as is necessary to cause the Architect's services hereunder to be timely and properly performed.

§ 7.6 The Architect hereby represents to the Owner that the Architect has visited the Project sites and has familiarized itself with the local conditions under which the services required hereunder are to be performed. The Architect represents and warrants that the Architect possesses the requisite licenses, authority, experience, personnel and working capital to complete the services required hereunder.

§ 7.7 The Architect must conduct an annual check of the State Sex Offender and Public Protection Program and the State Sexually Violent Predator Registration Program on all employees who may be sent to perform tasks on or deliver products to school property. No employee who has been convicted of any sexually violent offense or any offense in which the victim was under the age of 16 years at the time of the offense may be on school property at any time for any reason.

§ 7.8 **Rules of Construction.** Notwithstanding any language to the contrary, the terms in this Agreement shall govern in the event of conflict with any terms of any future Architect's Proposals which may be attached to this Agreement and are not subject to change by reason of any written or verbal statements by the Architect or by any terms stated in Architect's acknowledgement unless same be accepted in writing by the Owner, with specific reference to this Section 7.8

§ 7.9 Exhibits

§ 7.9.1 **Exhibit A** – Architect's proposal(s) – [TBD].

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act as set forth in Section 115C-441(a) of the General Statutes of North Carolina.

Date

Finance Officer

Init.

/

This Agreement entered into as of the day and year first written above.

OWNER

Cabarrus County Schools

ARCHITECT

[TBD]

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Init.

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Additions and Deletions Report for AIA[®] Document B105[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:37:14 on 07/22/2015.

PAGE 1

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Fifteen

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Cabarrus County Board of Education
Post Office Box 388
Concord, NC 28026-0388

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[TBD]

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Master Architectural Agreement

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PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with ~~locally~~ accepted standards for professional skill and ~~care~~ care under same or similar circumstances. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

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the Owner's representative and provide administration of the Contract between the Owner and ~~Contractor.~~
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[TBD]

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The Owner shall reimburse the Architect for expenses incurred in the interest of ~~the Project, plus — percent (— %).~~ the Project as set forth below.

For Architect's reimbursable expenses as follows: Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by Architect, its employees, or its professional consultants in the interest of the Project for the following expenses:

1. Expense of reproduction, postage, and handling of Bid Set drawings and specifications.
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Date Finance Officer

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Cabarrus County Schools

[TBD]

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:37:14 on 07/22/2015 under Order No. 8366402197_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)